

OFFER (Must be fully completed by offeror)									
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>				
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>				
CODE FACILITY CODE									
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>									
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 100px; height: 100px; margin-right: 10px;"></div> <div> <p>AMOUNTS ▶</p> </div> </div>									
18. The offeror agrees to furnish any required performance and payment bonds.									
<p style="text-align: center;">19. ACKNOWLEDGEMENT OF AMENDMENTS</p> <p style="text-align: center;"><i>(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)</i></p>									
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE	
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED									
22. AMOUNT				23. ACCOUNTING AND APPROPRIATION DATA See Section G					
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> ▶				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()			
26. ADMINISTERED BY CODE				27. PAYMENT WILL BE MADE BY EFT:T					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> <div style="text-align: center; font-weight: bold;">TONY CLAYBORNE</div>				
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001		1 Lot	
	<i>Noun:</i>	REPAIR ELK RIVER DAM EXCEPT SECTION 02575 PAVEMENT REPAIRS	
	<i>ACRN:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	Specification #ANYZY9800511 and DrawingS TDT10339.CS1-C7		
0002		1 Lot	
	<i>Noun:</i>	SPECIFICATION NO. ANZY9800511/SECTION 02575 PAVEMENT REPAIRS	
	<i>ACRN:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	Specification #ANYZY9800511 SECTION 02575 PAVEMENT REPAIRS		

NO CLAUSES OR PROVISIONS IN THIS SECTION

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NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
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0001		1	FB2804	FB2804		ASREQ
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Noun: REPAIR ELK RIVER DAM EXCEPT SECTION 02575
PAVEMENT REPAIRS

ACRN: U

Descriptive Data:

Contract Period of Performance for CLIN 0001 is 90 calendar days after written notice to proceed.

Mark For: FA9101-04-B-0009 REQ: 149135

0002		1	FB2804	FB2804		ASREQ
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Noun: SPECIFICATION NO. ANZY9800511/SECTION 02575
PAVEMENT REPAIRS

ACRN: U

Descriptive Data:

SECTION 02575 Pavement Repair work cannot start before 1 NOV 2004 Due to Gray Bat Habitation. The period of performance for CLIN 0002 is 60 calendar days after written notice to proceed.

Mark For: FA9101-04-B-0009 REQ: 149135

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.211-12 LIQUIDATED DAMAGES -- CONSTRUCTION (SEP 2000) - ALTERNATE I (APR 1984)
 Para (a), Dollar amount is '\$75.00'

52.211-13 TIME EXTENSIONS (SEP 2000)

NO CLAUSES OR PROVISIONS IN THIS SECTION

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

AEDC-H001 SAFETY (JUN 2003)

The Contractor will obtain AEDC/SE coordination to assure adequate safety coverage. The Contractor shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for the protection of life and health of employees and other persons and for prevention of damage to property, materials, supplies, and equipment. The Contractor shall comply with safety rules (tags and work clearances) of the AEDC Support Contractor at interface points of new construction and modifications to existing systems and with AEDC Base Safety Standards.

AEDC-H002 TECHNICAL SURVEILLANCE (JUN 2003)

The Government designates the Air Force Project Engineer and the AEDC Support Contractor to perform technical surveillance. They will recommend to the Contracting Officer acceptance or rejection of work under this contract. All references to the "Government representative " within the specification or other project documents shall mean the Air Force Project engineer or the AEDC Support contractor personnel performing technical surveillance on behalf of the Government. As used in the specification or other project documents, the term "construction monitor" shall be understood as referring to the AEDC Support Contractor personnel performing technical surveillance on behalf of the Government.

AEDC-H003 SANITATION (JUN 2003)

The Contractor shall provide toilet facilities in a ratio of not fewer than one for each 30 persons or fraction thereof. Connections to existing sanitary sewer manholes may be made. The Contractor shall supply drinking water from connections to the existing potable water system. The Contractor shall take proper precautions to protect the water system from damage and contamination. Any temporary connections made for drinking water or toilet facilities shall be removed by the Contractor in a manner satisfactory to the Contracting Officer before final acceptance of the work.

AEDC-H004 EXISTING UNDERGROUND UTILITIES (JUN 2003)

The location of existing underground utilities as shown on the contract drawings has been taken from as built drawings. There may be underground utilities which are not shown on the contract drawings and these utilities may be dangerous if ruptured. If the Contractor unearths or strikes any underground utility not shown, the excavation work shall cease and the Contracting Officer shall be notified immediately. The Contractor shall determine with caution the exact location of such utilities and will not proceed with further excavation unless otherwise advised by the Contracting Officer.

AEDC-H005 PROGRESS SCHEDULE (JUN 2003)

- (a) In accordance with FAR Clause 52.236-15, which is incorporated by reference in the Contract Clauses section of this solicitation, the Contractor shall submit three copies of a progress schedule (Air Force Form 3064) for review and approval by the Contracting Officer no later than five days after beginning work on the project site. The Contractor shall comply with the procedures for completing the form on the reverse of the Air Force Form 3064.
- (b) When requesting payment for materials stored on site, the Contractor shall include stored materials as a separate work element on the progress schedule and submit paid invoices to support the request for payment.

AEDC-H006 UTILITIES AVAILABLE (JUN 2003)

(a) Water: All reasonable required amounts of potable and raw water will be made available without cost to the Contractor from existing systems, outlets, and supplies near the vicinity of the work. All water shall be carefully conserved. All temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer prior to final acceptance of the work.

(b) Electricity: All reasonably required amounts of 60 HZ electric power at 110V and 480V will be made available without cost to the Contractor from existing electrical systems near the vicinity of the work. The Contractor shall install and maintain at no cost to the Government any necessary supply connections and facilities in a manner satisfactory to the Contracting Officer. All electrical service shall be removed in a manner satisfactory to the Contracting Officer.

AEDC-H007 DISPOSAL AREAS (JUN 2003)

An approved disposal area is located about 14 miles from the construction site. This area is approved for surplus earth, stone, broken concrete, and building materials waste. Building materials waste also includes containers, dunnage, and other related items.

AEDC-H008 REQUIRED INSURANCE (JUN 2003)

REQUIRED INSURANCE (JUN 2003)

Pursuant to FAR clause 52.228-5, Insurance - Work on a Government Installation (JAN 1997) (Deviation) the contractor shall maintain the following minimum amounts of insurance:

TYPE	AMOUNT
Workers' Compensation & Employer's Liability Insurance	\$100,000
General Liability Insurance (Bodily Injury)	\$500,000 per occurrence
Automobile Liability	\$200,000 per person \$500,000 per occurrence for bodily injury \$20,000 per occurrence for property damage

AEDC-H009 NOTICE TO PROCEED (JAN 2004)

The Government will issue Notices to Proceed for CLIN 0001 and CLIN 0002 separately. The Government reserves the right to delay issuance of Notice to Proceed for CLIN 0001 up to 1 August 2004. The government reserves the right to delay issuance of Notice to Proceed for CLIN 0002 until 1 Nov 2004.

AEDC-H010 SECURITY RULES AND REGULATIONS (FEB 2004)

AEDC UNCLASSIFIED CONTRACT SECURITY CLAUSE

CONTRACTOR SECURITY REQUIREMENTS. The contractor shall comply with all security regulations and directives as identified herein and other security requirements shown elsewhere in this contract. These requirements apply to all contractors working on Arnold AFB that DO NOT have access to classified information in the performance of their contract.

AEDC is a closed military installation, therefore certain requirements must be met, i.e., every person who enters the fenced mission area must possess an identification badge and vehicle registration.

1. The contractor shall provide an updated GC Form 698 listing each employee that will require access to Pass and Registration prior to contract start. To add an employee at any time the Contractor shall notify the Pass Registration Section

2. **BADGES:** Badges and passes are issued at Pass and Registration located adjacent to the main gate. Your contract monitor should provide a list of employees to that office promptly after the contract is awarded so that badges can be prepared in advance of your visit. The badges are government property and must be retrieved and turned in upon completion of the contract. These badges must be presented at the gate for entry and displayed on an outer garment above the waist while within the fenced area. **NOTE:** If displaying the badge on the outer garment in the immediate work area will create a safety hazard, then the badges can be removed and placed in the pocket of the individual. Upon departure of the immediate area, the badge will be displayed.

NOTE: Returning ID badges (if applicable) and Passes. Upon contract completion (to include employment termination), and before final payment can be made, the contractor shall ensure all ID badges (if applicable) have been turned in to the issuer and vehicle passes have been returned to Pass and Registration. Contractor employees terminating employment for any reason shall return all ID badges (if applicable) and vehicle passes prior to departing the base.

3. **CITIZENSHIP:** All employees performing on this contract must be US citizen or Registered Alien. The AEDC host shall require that all Registered Aliens have in their possession their Permanent Resident Cards. If Registered Aliens failed to produce the proper INS credentials, they will be denied access to AEDC. You will be held responsible for complying with federal statutes, which prohibit the hiring of illegal aliens and foreign nationals who are not authorized to work in the United States. Non-US citizens must present their resident alien cards to Pass and Registration to show proof that they have been legally admitted to the United States. Failure to show proof will result in entry being denied.

Employment of Foreign Nationals by Contractors at Arnold Air Force Base : The use of Foreign Nationals in the performance of contracts on AEDC will require prior notification to the Contracting Officer. In accordance with U.S. Immigration and Naturalization Service Directive 210, all foreign nationals performing on contract in support of any Federal Government activity will provide to that activity, identification and authorization for the performance of work within the U.S., for each individual. Information shall consist of the following:

- Name
- Nationality
- Place of birth
- Date of birth
- Social Security Number
- State driver license number (if assigned)
- Passport/Visa/Alien Registration Number(s)

A foreign national is defined as any individual that is not a U.S. Citizen, regardless of any status or documentation promoting the intent to become a U.S. Citizen. Any overt or negligent act in the lack of prior reporting of any employee deemed to be a non-U.S. Citizen shall be determined to be a violation of contract. The violation shall be formally reported to all government activities or agencies deemed necessary.

4. **VEHICLE REGISTRATION:** If a personal vehicle will be used on the base: Valid state driver's license, ID card (if applicable), proof of ownership (title, state registration, bill of sale or lease agreement) and proof of insurance are required. Contractor employees shall report to the Pass and Registration Section within forty-eight hours of employment for vehicle registration. Vehicle registration of contractor employees will be accomplished by issuing them a DD Form 2220 (Decal), AF Form 2219 (Expiration Tab) and a base designation tab (White with Black Lettering) if applicable or Temporary Vehicle Pass for the duration of the contract. The employee shall be responsible for maintaining insurance that meets or exceeds the minimum requirements of state law.

5. **TRAFFIC LAWS:** The contractor and its employees shall comply with base traffic regulations and installation entry/exit security measures.

6. **PRIVATE CAMERAS:** Use of private cameras inside the mission area is prohibited except by special permission. If you need photographs of your job site, you must contact your contract monitor, who will either get support from the base photo lab or obtain a special camera pass.

Use of cameras is prohibited where posted.

7. **CELLULAR PHONE:** Cellular Telephones (private and government owned) are authorized for use at all locations on Arnold AFB with the following exceptions:

- a. Cannot use a CT while driving a private or government vehicle, except in a "hands free" mode. Passengers in a vehicle may use CT.
- b. At facilities and/or areas where Facility Managers or Safety Office has posted a policy prohibiting their use.

8. **VISITORS:** To expedite entry into the mission area, during normal duty hours, call the pass and registration office at EXT. #5453, during non-duty hours call the Security Forces desk lead at Ext. #5662.

9. **LABOR PROTESTS:** If your company becomes a target of a labor protest while you are working on the installation, you will be assigned a gate to enter and exit the mission area, other than the main gate. All your employees will be directed to utilize this gate/strike gate.

10. **ROOFTOP ACCESS:** You and your contract monitor are reminded that you must have permission from the building manager before you can access the roof of any building.

11. **FIREARMS:** Are prohibited within the fenced mission area.

12. **SECURITY OF PRIVATE PROPERTY & VEHICLES INSPECTIONS:** Secure your private property. Be prepared for vehicle inspections as you enter or exit the fence mission area.

13. **SPONSORING VISITORS:** Contractors that sponsor another contractor's visit shall receive an endorsement from the prime contractor or DoD Representative and comply with specified requirements.

ESCORT REQUIREMENTS FOR FOREIGN NATIONALS PERFORMING ON CONSTRUCTION PROJECTS

The following rules apply to your responsibilities associated with escorting and monitoring your workers who are foreign nationals:

1. All foreign national employees must have permission of the government prior to working on any contract.
2. Non-US citizens will be issued a purple badge with the citizen's name and citizenship on the badge. The badge **MUST** be worn at all times within the fence mission area.
3. You must appoint an escort who is a US citizen to escort non-US Citizens, Continuous monitoring is required, to include rest breaks, lunch, etc.
4. You must insure that access is limited to only authorized work areas. The only **EXCEPTION** is the main cafeteria.
5. The escort must retrieve the non-citizen's badge and vehicle pass, at the end of each work shift and hold it until the next day. Non-US citizens are not permitted to retain possession of their badges and vehicle passes overnight.
6. The non-citizen will not be allowed to enter or exit the fenced mission area without an escort. A representative of your company who is a US citizen must accompany the non-citizen at all times.
7. The non-citizen's badges and vehicle pass will be retrieved at the end of the project and returned to Pass and Registration.

8. The contract monitor is responsible for notifying Facility Managers and custodians any time non-citizens are working within buildings.

All foreign national employees will process through the Pass and Registration Center upon arrival to AEDC on a daily basis for obtaining the appropriate badge.

Contractor employees who require access into government computer systems shall comply with the investigative requirement in accordance with AFI 31-501/AEDC Supplements, which consist of a favorably completed National Agency Check (NAC). To obtain access to government computer systems it is necessary to obtain favorable results from a National Agency Check (NAC) Investigation.

Contracting Officer of the host installation must identify the need and justify to the installation commander, through the local Servicing Security Activity, requests for NAC's on contractor employees requiring access to government computer systems. The installation commander or his designee, Designated Approval Authority, approves all denials or withdrawals of access for contractor employees.

National Agency Check Investigation:

The Personnel Security section, AEDC/SDS, will process and forward requests for Contractor NACs. AEDC/SDS will be the repository for the record of NACs conducted on Contractor employees for access to the installation or computer systems on Arnold AFB.

Each Contractor employee requiring a NAC shall submit to AEDC/SDS the original of a completed SF85P, Questionnaire for Public Trust Positions, accomplished on the Electronic Personnel Security Questionnaire (EPSQ), and one 3.5 diskette containing the EPSQ file. Security Forces Pass and Registration personnel will fingerprint the Contractor employee on a DD Form 258, Fingerprint Card. To obtain an EPSQ, visit the Defense Security Service web site at <http://www.dss.mil> and download the User Edition or contact AEDC/SDS or contracting office for assistance.

Upon completion of the subsequent investigation suitability of employment review, the Contracting Officer will notify the Contractor of employees receiving a favorable/unfavorable NAC by forwarding a copy of the Record of Employment Suitability Form to the Contractor. The Contractor's employee(s) will not be allowed access to government computer systems when the current NAC is unfavorable.

When the Government is in the process of conducting a NAC investigation on a Contractor employee and that individual's employment is terminated before the investigation is completed, the Contractor shall immediately forward to AEDC/SDS written notice of the termination.

OPSEC Requirements: The contractor will comply with the AEDC OPSEC Program and will protect critical or sensitive unclassified operational information per AFI 10-1101, Operations Security and the AEDC OPSEC policies and procedures. AEDC/SDS, ext. 3424 or 7610 is the OPSEC point of contact.

Freedom of Information Act Program (FOIA): The contractor shall comply with DoD Regulation 5400.7/Air Force Supplement, DoD Freedom of Information Act Program, requirements. The regulation sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding For Official Use Only (FOUO) material.

Reporting Requirements: The contractor shall comply with AFI 71-101, Volume- 1, Criminal Investigations, Volume-2, Protective Service Matters, DoD 5200.1-R, and AFI 31-401 requirements. Contractor personnel shall report to an appropriate authority, any information or circumstances of which they are aware may pose a threat to the security of DoD personnel, contractor personnel, resources, and classified or unclassified defense information.

Physical Security: Areas controlled by contractor employees shall comply with base Operations Plans/instructions for Force Protection Conditions (FPCONS) procedures, Random Antiterrorism Measures (RAMS) and local search/identification requirements. The contractor shall safeguard all government property, including controlled

forms, provided for contractor use. At the close of each work period, government training equipment, ground aerospace vehicles, facilities, support equipment, and other valuable materials shall be secured.

Security Reviews: The contractor will be subject to security program reviews and/or self-inspections in conjunction with the Air Force activity assigned.

H055 INSURANCE CLAUSE IMPLEMENTATION (FEB 2003)

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons.

H063 CONTRACTOR IDENTIFICATION (FEB 2003)

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database_Version: 6.0.0.000; Issued: 1/16/2004; Clauses: ; FAR: FAC 2001-17; DFAR: DCN20031215; DL.: DL 98-021; Class Deviations: CD 2003o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 02-02; AFAC: AFAC 2003-1105; IPN: 98-009

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (DEC 2001) - ALTERNATE I (MAY 2001)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (a) Number of calendar days is '10' (c) Number of days or calendar date is 'CLIN0001 - 90 days after Notice to Proceed and CLIN0002 - 60 days after Notice to Proceed'
52.214-29	ORDER OF PRECEDENCE -- SEALED BIDDING (JAN 1986)
52.219-04	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.222-03	CONVICT LABOR (JUN 2003)
52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (SEP 2000)
52.222-06	DAVIS-BACON ACT (FEB 1995)
52.222-07	WITHHOLDING OF FUNDS (FEB 1988)
52.222-08	PAYROLLS AND BASIC RECORDS (FEB 1988)
52.222-09	APPRENTICES AND TRAINEES (FEB 1988)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
52.222-12	CONTRACT TERMINATION -- DEBARMENT (FEB 1988)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-09	BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JUN 2003) Para (b)(2). Insert excepted materials or "none". 'None'
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) (JUN 2003)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-04	PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (APR 1984)
52.228-01	BID GUARANTEE (SEP 1996) Para (c). Percent is '20 %' Para (c). Dollar amount is 'N/A'
52.228-02	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-05	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (FEB 1992)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
52.228-14	IRREVOCABLE LETTER OF CREDIT (DEC 1999)
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JUL 2000)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.232-05	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)
52.232-17	INTEREST (JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.236-02	DIFFERING SITE CONDITIONS (APR 1984)
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-05	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-07	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-08	OTHER CONTRACTS (APR 1984)
52.236-09	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-13	BANKRUPTCY (JUL 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-04	CHANGES (AUG 1987)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.248-03	VALUE ENGINEERING -- CONSTRUCTION (FEB 2000) Para (i), Contract number. 'See SF 1442, Block 4'
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) - ALTERNATE I (APR 1984)

52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (MAR 1999)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER
THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS
MATERIALS (APR 1993)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

252.236-7000 MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

Para (e). Identify drawings. '

Cover Sheet	TDT10339.CS1	CS1
General Plan/Elevation	TDT10339.C1	C1
Embankment	TDT10339.C2	C2
Bridge Repair Plan	TDT10339.C3	C3
Bridge Repair Details	TDT10339.C4	C4
Spillway Elevations	TDT10339.C5	C5
Door Schedule		
Control Tower Plan	TDT10339.C6	C6
Elevations, & Sections		
Control Tower Sections	TDT10339.C7	C7
Window Details'		

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR
2003)

Para (c), List of Class I ODSs. 'None'

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)

Para (b), Any additional requirements to comply with local security procedures 'None'

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.236-04 PHYSICAL DATA (APR 1984) (TAILORED)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys (insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions

(1) The location of the work is subject to atmospheric temperature ranging from minus 10 degrees F to plus 105 degrees F. The average annual rainfall is about 54 inches and the average annual snowfall is about 4 inches.

(2) Time Extensions for Unusually Severe Weather

a. Based on data from the National Oceanic and Atmospheric Agency (NOAA), the following number of adverse weather days can be anticipated at Arnold AFB, TN in the month indicated.

JAN	16	MAY	8	SEP	7
FEB	13	JUN	6	OCT	5
MAR	9	JUL	8	NOV	7
APR	7	AUG	5	DEC	13

b. From receipt of Notice to Proceed throughout the contract performance period, the Government Project Officer will record daily the actual number of adverse weather days which prevent work for at least 50 percent of the contractor's workday.

c. Only after the cumulative number of "adverse weather days" as defined in b., above, has reached the total calculated from the monthly figures listed in a., above, or the proportionate number for partial calendar months in the performance period, will the Contracting Officer consider a time extension in accordance with the clause entitled "Default (Fixed-Price Construction)." A time extension will be granted on a day-for-day basis if the Contracting Officer determines that additional adverse weather days prevent work for at least 50 percent of the contractor's workday and delay work critical to the timely completion of the contract.

d. The contractor's schedule must reflect the delays associated with the anticipated adverse weather days listed in a., above. The Contracting Officer will grant no time extensions for adverse weather days within the cumulative total of the monthly numbers listed. [insert a summary of weather records and warnings].

(c) Transportation facilities

Transportation Facilities to AEDC Fenced Area

(1) Highways. U.S. Highway 41A is a paved road passing through Tullahoma, Tennessee. U.S. Highway 41 and Interstate 24 are paved roads passing through Manchester, Tennessee. State Highway 55 is a paved road connecting U.S. Highway 41 and 41A at Manchester and Tullahoma, respectively.

Access to the AEDC area can be gained from State Highway 55 near Tullahoma via new paved highway intersecting U.S. Highway 41, 5.5 miles southwest of Manchester and 3.8 miles from the area entrance, and Interstate 24, 3.5 miles southeast of Manchester and 2.5 miles from the area entrance. Concrete pavements have been constructed within the AEDC area and may be used subject to the restrictions set forth herein. Access to the sites of work from the paved areas and other routes shall be provided and maintained by and at the expense of the Contractor. The route for equipment which is not permitted to operate on the concrete pavement shall be as approved by the Contracting Officer. No construction truck or trailer vehicles shall be operated upon pavements of the AEDC area except within the following load limitations.

(d) Travel Within the AEDC Area

(1) Streets and Roadways. Streets have been constructed within the AEDC area and may only be used subject to the restrictions set forth herein.

a. A "Special Permit" is required for the movement of all construction equipment, unless hereinafter provided otherwise, which is to be moved over streets or over areas containing underground ducting, piping, or overhead utilities. Application for the Special permit to move heavy equipment will be submitted to the Contracting Officer. Application for such movements will be made sufficiently in advance of the time needed to avoid delays in movement. Only wheel or tire vehicles which fall under the following maximum allowable load limitations may operate without permit upon AEDC streets:

DESIGN AXLE AND WHEEL LOADS ON STREETS

Streets	Maximum Allowable Loads in Pounds			
	*Truck or Trailer Per Axle	Per Wheel	**Large Tire Equipment Per Axle	Per Wheel
Avenues A, B, and C and 2nd Street	18,000	9,000	25,200	12,600
Avenue E	24,000	12,000	33,600	16,800
1st, 4th, and 5th Streets	24,000	12,000	36,600	16,800
3rd Street between Avenues B and C	18,000	9,000	25,200	12,600
3rd Street between C and E	24,000	12,000	33,600	16,000

*Axles must be spaced greater than 40" apart.

**Equipment with tires wider than 16", such as large earth moving equipment.

These restrictions permit the operation of fully loaded DW-10's with No. 10 scrapers only on pavements with a maximum allowable load of 33,600 pounds. The axle load for large tire equipment shall be based upon the manufacturer's specified weights for fully loaded equipment.

b. If any equipment exceeds the above load limitations, or any track vehicles are used, the pavement must be protected with earth or fiber at the expense of the Contractor. Compliance with the above requirements does not preclude the Contractor's liability for any damage which results from his travel over AEDC streets.

(2) Other Routes. Routes for use of equipment which is not permitted on AEDC streets shall be as shown on the drawings, or as approved by the Contracting Officer. Access to the sites of work from the paved areas, and other routes, shall be provided and maintained by and at the expense of the Contractor.

(3) Traffic Regulations. The Contractor shall be cognizant of and comply with all AEDC traffic regulations as published and enforced on the AEDC Installation. [insert a summary of transportation facilities providing access from the site, including information about their availability and limitations].

(d) None [Insert other pertinent information].

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	125	29 JAN 2004	GENERAL SPECIFICATION FOR REPAIR ELK RIVER DAM
ATTACHMENT 2	2		WAGE DETERMINATION - USDOL TN030061

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.219-02 EQUAL LOW BIDS (OCT 1995)
52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A
TERRORIST COUNTRY (MAR 1998)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision ____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION) (APR 1991)

(Applicable only to this instant procurement, not to 'any' contract, and only if proposal or resultant contract is in excess of \$100,000).

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FA R 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

52.204-05 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.) The offeror represents that it [] is, [] is not a women-owned business concern.

52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous

certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 236210.

(2) The small business size standard is \$28.5 million average annual receipts for the preceeding 3 years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]
The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

_____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

_____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

_____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

_____ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

___ (v) The facility is not located in the United States or its outlying areas.

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-07	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990) Rated Order: 'DO-C2'
52.214-03	AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)
52.214-04	FALSE STATEMENTS IN BIDS (APR 1984)
52.214-05	SUBMISSION OF BIDS (MAR 1997)
52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)
52.214-07	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)
52.214-18	PREPARATION OF BIDS -- CONSTRUCTION (APR 1984)
52.214-19	CONTRACT AWARD -- SEALED BIDDING -- CONSTRUCTION (AUG 1996)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
52.216-01	TYPE OF CONTRACT (APR 1984) Type of contract is 'Firm-Fixed Price'
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999) Para (b), Goals for minority participation for each trade are ' 12%' Para (b), Goals for female participation for each side are '6.9%' Para (e), Geographical areas are 'Tennessee, Coffee, Arnold AFB'
52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)
52.233-02	SERVICE OF PROTEST (AUG 1996) Para (a) Official or location is 'AEDC/PKP, 100 Kindel Drive, Suite A332, Arnold AFB TN 37389-1332.'
52.236-27	SITE VISIT (CONSTRUCTION) (FEB 1995) Name: 'Eric Yatsko' Address: '100 Kindel Drive, Suite A332, Arnold AFB TN 37389-1332' Telephone: '(931) 454-4347'

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

NO CLAUSES OR PROVISIONS IN THIS SECTION